

**The Writers' Guild of Great Britain
The Personal Managers' Association
Mercury Musical Developments**

MUSICAL THEATRE AGREEMENTS

GUIDELINES and NOTES

APPENDICES

Appendix (b)

**Explanatory notes
from Mercury Musical Developments website
on Collaboration Agreements**

DISCLAIMER

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Collaboration Agreements

What are they?

A collaboration agreement is a basic document signed by all collaborators that defines the nature, duration and details of the collaboration, often including royalty percentages.

Where can I get one?

Click here for a **Sample Writing Collaboration Agreement** you can download to get some idea of what you might want. If you're not familiar with such agreements, it's advisable to read through the rest of the pages on this subject first, for a better understanding of how such agreements might work best for you. It is preferable to have a solicitor or agent write up an agreement for all parties to sign that suits your particular requirements.

More questions?

If you have any questions on collaborative partnerships that are not answered in this section, please post a message on the **Message Board**. Information such as this is best received from someone who has been there and done that, preferably fairly recently. If you've had an experience that could have been avoided by use of a collaboration agreement, please consider writing about it on the **Message Board**. Since there is no central governing body to support collaborators in this way, the sharing of information between peers can be invaluable. Messages on the board can be responded to via email, if privacy is required. Please provide your email address to allow this kind of response.

Collaboration Agreements: Who and When

Who signs?

Collaboration agreements can exist between any collection of collaborators: a three-way book-lyrics-music team might sign one, or a bookwriter might sign one with a Dramaturge (see notes on **Directors** for more about this). Anyone who works within a creative team to develop a new piece can work out their own collaboration agreements. The ones that will be of most use to writers, composers and lyricists is a standard agreement signed for a new project.

Is all this really necessary between friends?

It may seem like a complicated and unnecessary thing to do between friends, and it can feel awkward too, but it will save you a lot of grief later on. Business shouldn't interfere with friendship, and a collaboration agreement may well save a friendship for you one day.

When should they be signed?

Collaboration agreements generally cover the creation of a new show. They should be signed anew each time, before the writing process begins. You are strongly advised to make sure the agreement is in order before any collaborating begins. It's always worth it in the end.

Collaboration Agreements: What's In Them

What should a standard agreement include?

The following points are the ones that should be considered for inclusion, but each agreement should be unique to the team and the project.

- The name of all the collaborators signing the agreement.
 - The name (or working title) of the project.
 - The right of any one collaborator to terminate their involvement in the project at any time.
- The right of any one collaborator to retain ownership of their respective contribution to the project once their involvement has been terminated*.
- The percentage distribution between collaborators of income from the project.
 - Everyone's signature (and a witness, if you like)

*Some collaboration agreements allow collaborators to 'bind' their work together from the very start. This type of agreement is unusual, and often inadvisable. Generally, a new show doesn't merge in this way until after completion and (usually) a production. There are lots of legal precedents to support this. Legal advice should be sought to protect your right to retain ownership of your contribution to a project if that right is challenged, or to protect the 'merged' material once the show has been through a production (eg: if you're a writer, the composer/lyricist cannot use a song from the show anywhere outside the show without your permission).

Royalty Percentages

You should always agree the split of royalties before you begin writing a new show, even if you're working with the same collaborator you worked with before, and no matter how well you know them. The deal you make with a producer or publisher will give you a basic percentage for the whole collaborative team. You need to agree on how that percentage is going to be split between individuals. This same split can apply to any fees and to other forms of income that may be received. If a song is separately exploited, is it agreed that the book writer will participate in the income?

Collaboration Agreements: Directors

What about Directors?

Many writing teams have a Director on board from the start, who offers dramaturgical advice throughout the development of the piece. Generally, it is the hope and intention of the Director and the writing team that this Director will then take the piece through a workshop or production of some kind. If this is the case, dramaturgical input is part of their job as Director. It is not unusual for a writing team to work without a director and you should not feel compelled to attach a director to your project. It may well be the case that a producer will want to use their own choice of director.

What if your producer won't employ your chosen Director?

There are no hard and fast rules governing this kind of situation. Collaboration agreements can assist everyone involved, but they can also be as much trouble as not having one. For collaborations such as these, agreements need to be legally binding and should be drawn up by an agent or solicitor prior to the collaboration.

If the Director is not employed as hoped, it's worth remembering that:

- Both parties had the same goal in mind, so both parties feel the same frustration and disappointment -- writers as well as Director.
 - This is a business deal, like any other.

If you find yourself in this situation without the protection of a collaboration agreement, the **Directing vs. Dramaturgy** page offers some points to consider.

Collaboration Agreements: Directing Vs. Dramaturgy

What is a Dramaturg?

The Oxford English Dictionary defines a Dramaturg as a "literary editor". Although dramaturgy has become more widely used today than ever before -- many larger venues now employ a full-time Dramaturg -- the job does still seem to be on a par with the job of any other literary editor. The job of editor is an extremely valuable one to a writer, and this is just as true of a Dramaturg as any other editor.

PLEASE NOTE : Part of a Director's job is dramaturgy. It's part of the total that qualifies them for a royalty percentage from a production.

What does a Director do?

If everyone agrees that this Director is 'first choice' to direct the first production, the job of Director can be vaguely split into three parts.

- During the writing process, a Director does pure dramaturgical work.
- During the rehearsal process, they add direction to dramaturgy.
- During the production process, they do much less dramaturgy and much more direction.

If your Director effectively loses their job just before the rehearsal process, they have really only been a Dramaturg on your show. The next page deals with **Royalties & Credits** in these situations.

Collaboration Agreements: Royalties & Credits

Should a Director-Dramaturg get a writing credit?

The simple answer to this is No.

- Neither novels, nor play scripts or libretti, contain an 'editor credit'. There's no reason why a theatre editor should get a writing credit either.
- As a writer or composer, you are ultimately responsible for choosing what goes into and what does not go into your part of the show. Input from others is just like input you get from doing research: you take it or leave it.

Should a Director-Dramaturg get a royalty from the first production, or all future productions?

Again, the simple answer is No.

- They haven't performed the job of Director, only the job of editor. Dramaturgs, like any other editor, do not get royalties.
- Dramaturgs are not the only thing that can affect the material at source. Venue requirements, budget constraints, and other factors often affect the material before it's even written. A Dramaturg cannot claim to be the only catalyst of change within the writers' domain.

Should they get a dramaturgy fee?

Again, dramaturgy is part of the Director's job. If they don't get to continue that job as Director, that's a risk they take. As a writer, you're not obliged to offer compensation.

From a Director's point of view, it's worth bearing in mind that there are things other than money to be gained from seeing a production through:

- The pure satisfaction of being able to put in the work and see the results -- good or bad -- fairly quickly is something that drives many people through their work in theatre.
- If the production is a critical success, good reviews can be added to a 'portfolio' and are often the catalyst for more work.

- The continuation of a good collaboration between writer/s and Director can be a valuable learning curve for all parties concerned.

The Director who is cut out of the process before rehearsals begin loses out on all of these things. Paying a dramaturgy fee might be recompense for these losses as well as for work done by the Director up to that point. And it can save friendships.

If your initial agreement is that they will act as Dramaturg only, in the hope that the writers will give them 'first dibs' as Director on a production, a dramaturgy fee seems completely appropriate but should be a one-off fee, not a royalty of any kind. This fee might, for example, be paid after X amount of income has been made from the show by the writers.

So what kind of collaboration agreement covers this?

Before you begin a dramaturgical collaboration with a Director, you are strongly advised to have an agreement drawn up by a solicitor or an agent. The contents are an entirely personal choice, but it's advisable to refer to one specific goal (eg: a single intended production) and also to make it clear that dramaturgy is part of the job of Director.

Is all this really necessary between friends?

It may seem like a complicated and unnecessary thing to do between friends, but it will save you a lot of grief later on. Try to expect the unexpected and be aware of the possibilities. West End producers are unlikely to let you have the Director you want on your first show in town unless that Director is well-known. Many regional theatres have Artistic Directors who like to have first choice on shows in their venue. Don't make promises or agreements you might not be able to keep later on.

Ultimately, it's all about personal choice. No-one can offer you better advice than your own instincts.